



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

**RFP NO. B2Z04081
TITLE: AMBULANCE REPORTING SOFTWARE
ISSUE DATE: 06/14/04**

**REQ#: NR 580 41040400332
BUYER: ANGELA MORRIS
PHONE NO.: (573) 751-4578
E-MAIL: angela.morris@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 06/29/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO:	DPMM	or	DPMM
	P O BOX 809		301 WEST HIGH ST, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH 06/30/06

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Missouri Division of Health and Senior Services
930 Wildwood Drive
PO Box 570
Jefferson City, MO 65102-0570**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/03/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the implementation of computerized ambulance reporting software for the Department of Health and Senior Services, (herein after the “Department”) through it’s Division of Senior Service and Regulation, Bureau of Health Care Oversight, Unit of Emergency Medical Services (Unit of EMS).

1.2 E-mail Questions:

- 1.2.1 Offerors are encouraged to e-mail their questions regarding the RFP prior to ***Thursday, June 17, 2004*** to: Angela Morris, Buyer, Division of Purchasing and Materials Management, at angela.morris@oa.mo.gov.

1.3 Offeror’s Contacts:

- 1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.4 Background Information:

- 1.4.1 The Missouri Department of Health and Senior Services’ (hereinafter the Department), Unit of EMS is the lead agency for all emergency medical services related programs. The Unit of EMS is responsible for: licensing air ambulance services, ground ambulance services, emergency medical response agencies, and emergency medical technicians; accrediting emergency medical services (EMS) training entities; designating ambulance services; EMS system planning and development; an ambulance reporting data collection system; a prehospital EMS data collection system, and a variety of other related activities.
- 1.4.2 There is an existing ambulance reporting data collection system. Ambulance reporting data is submitted by 225 ambulance services via paper or disk to the Unit of EMS at quarterly intervals. The ambulance reporting is used to analyze the state’s prehospital system and to provide annual system level descriptive and quality improvement reports to each of the ambulance services. Presently the ambulance services use a variety of different computer software programs and paper forms to collect ambulance reporting data that must be reported to the state.
- 1.4.3 This RFP is to select a pre-hospital reporting data collection and analysis system, which will be provided by the Department to approximately 225 licensed ambulance services and 25 licensed emergency medical response agencies. This data collection system must contain nationally recognized data elements and extensive pre-programmed and ad-hoc reports for the local ambulance services and emergency medical response agencies. This system must also allow easy transmission or access of selected data to the Department, and must provide a system to the Department which allows for electronic access of pre-hospital reporting data for the analysis of the state pre-hospital system.

- 1.4.3 The intent is to provide computerized ambulance reporting software to all licensed air and ground ambulance services, and to provide computerized central site ambulance reporting software to the Unit of EMS.
- 1.4.4 The computerized ambulance software will allow the ambulance services and the Unit of EMS access to data for quality improvement and research. The outcome will be a decrease in death and disability of severely injured individuals.
- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.5 Attachments:

- 1.5.1 The offeror is advised that attachments exist to this document, which provide additional information and instruction. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <http://www.moolb.mo.gov/>. The attachments shall be a separate downloadable document located on the same web page where the RFP document B2Z04082 is downloadable. It shall be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments. The following describes the Attachments to this RFP:
 - a. Attachment 1 Schedule of Events
 - b. Attachment 2 Missouri Ambulance Reporting System Record Layout
 - c. Attachment 3 Missouri Ambulance Reporting System Detailed Instructions

2. CONTRACTUAL REQUIREMENTS

2.1 Definitions: *The following definitions shall apply throughout this RFP herein:*

- 2.1.1 **Acceptance Testing** shall mean that the proposed product shall be tested to ensure that the proposed product meets and/or exceeds the mandatory technical and performance specifications described herein. Acceptance testing shall not exceed a period of 30 days from date of full system installation.
- 2.1.2 **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment. For purposes of this RFP B2Z04081, the agency shall be the Missouri Department of Health and Senior Services.
- 2.1.3 **Amendment** means a written, official modification to an RFP or to a contract that is signed and approved by and between the duly authorized representative of the contractor and the DPMM.
- 2.1.4 **Attachment** applies to all forms, which are included with an RFP by the DPMM to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 2.1.5 **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals. For purposes of this RFP B2Z04081, the proposals must be submitted to the DPMM by no later than 06/29/04 at 2:00 p.m. central time.

- 2.1.6 **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, products, supplies, and/or services as required in the RFP document.
- 2.1.7 **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- 2.1.8 **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- a. A binding contract shall consist of: (1) the RFP, amendments thereto, *and if applicable*, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal, *and if applicable*, including the contractor's BAFO, (3) any clarifications and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- 2.1.9 **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 2.1.10 **CPU** shall mean any computer or computer system that is used in the State of Missouri's business to store, process, or retrieve data or perform other functions using Operating Systems and applications software as described herein.
- 2.1.11 **Critical Program Error** shall mean any Program Error, whether or not known to State of Missouri, which prohibits or significantly impairs use of the Licensed Software as set forth in the RFP.
- 2.1.12 **Documentation** shall mean the user's manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software and other Products which will provide the State of Missouri sufficient information to operate, diagnose, and maintain the Licensed Software and other Products properly, safely and efficiently.
- 2.1.13 **Exhibit** applies to forms, which are included with an RFP by the DPMM for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- 2.1.14 **Installation Date** shall mean the date upon which the State of Missouri and/or the contractor installs the Licensed Software including successful completion of the contractor's standard diagnostic test at the State of Missouri's site to determine that the Licensed Software is properly installed and fully ready for productive use subject to the specifications within this RFP and the State of Missouri's approval of the results thereof. If installation is solely performed by the State of Missouri, the Licensed Software shall be deemed to be installed when all programs, program libraries, and user interfaces are copied to and initialized on the appropriate CPU(s) and when State of Missouri demonstrates that Licensed Software is executable by invoking the primary function of each major component on the platform. The contract may assume and deem that the agency has successfully performed and completed the software installation after 30 calendar days after the delivery date of the product to the agency unless the agency otherwise gives notification to the contrary to the contractor.
- 2.1.15 **Interface** shall mean the software product must have a mechanism built into the product that supports transferring data in a supported format to another software product or the product must operate as proposed when operating in conjuncture with another product.
- 2.1.16 **Licensed Software** shall include any and all software provided by the contractor and its Documentation to which State of Missouri obtains or is granted any rights under this contract.

- 2.1.17 **Licensee** shall mean the party to whom a license is granted. For purposes of this RFP B2Z04081, the Licensee shall be the State of Missouri Department of Health and Senior Services.
- 2.1.18 **May** means that a certain feature, component, or action is permissible, but not required.
- 2.1.19 **Module** shall mean a collection of routines and data structures that perform a specific function of the Licensed Software.
- 2.1.20 **Must** means that a certain feature, component, or action is a mandatory condition.
- a. The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the offeror's proposal response to be considered unacceptable thus may result in the proposal response no longer given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- 2.1.21 **Operating System** shall mean the control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.
- 2.1.22 **Perpetual Use** shall mean that the contractor shall give the State the right to use the licensed software perpetually for no additional costs other than those stated under the terms and conditions of the contract.
- 2.1.23 **Platform** shall mean the underlying computer system on which the software application programs can run. The purpose of this RFP B2Z04081, the platform shall be as described in section 3 Technical Specifications.
- a. A change in platforms shall mean that the specific hardware and Operating System combination that is described herein has changed/switched to a significantly different hardware and Operating System combinations to the extent that a different version of the Licensed Software Product is required to execute properly in the environment established by such changed hardware and Operating System combination.
- 2.1.24 **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, product, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- 2.1.25 **Product** shall mean a Module, a System, or any other software-related item (which may include hardware) provided by the contractor to the State of Missouri.
- 2.1.26 **Program Error** shall mean a code in the Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the Specifications. A Program Error includes, without limitation, any "Critical Program Error."
- 2.1.27 **Program Set** shall mean the group of programs and Products, including the Licensed Software specified herein plus any additional programs and Products licensed by the State of Missouri under this contract for use by the State of Missouri.
- 2.1.28 **Project** shall mean the total of all software, hardware, documentation, and services to be provided by the contractor under this contract.
- 2.1.29 **Release** shall mean the distribution of a new product or new function and program fixes based on or for an existing product. Such software releases are provided to the licensee at no

additional cost if the licensee is currently subscribed to the contractor's maintenance support services.

- 2.1.30 **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, product, supplies, and/or services as described in the document. The definition includes the State of Missouri Terms and Conditions Request for Proposal (*refer to the last few pages at then end of this document*) as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- 2.1.31 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- 2.1.32 **Shall** has the same meaning as the word must.
- 2.1.33 **Should** means that a certain feature, component and/or action is desirable but not mandatory. Note: meeting desirables is usually given positive consideration in the subjective evaluation.
- 2.1.34 **System** shall mean any collection or aggregation of two (2) or more Modules of the licensed software that is designed to provide a specific functionality.
- 2.1.35 **Upgrade** shall be any improvement or change in the software that improves or alters its basic function but does not require a separate license. Upgrades shall be inclusive of all new releases. Such software upgrades are provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 2.1.36 **Version** shall mean a separate licensed program, based on an existing licensed program that has significant new code or new function(s).
- 2.1.37 **Warranty Period** shall commence upon installation by the State of Missouri and shall terminate upon expiration of ninety (90) calendar days or upon expiration of the contractor's offered Warranty Period, whichever period is later.

NOTE: Please refer to the State of Missouri Terms and Conditions Section 1 found at near the end of this document for further definitions/terminology that applies to the RFP.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.1.2 The Division of Purchasing and Materials Management reserves the right, in addition to the above, to renew those portions of the contract necessary to provide optional maintenance support services for the software for five (5) additional one-year periods, or a portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. In no event shall software maintenance pricing increases exceed 5% of the previous year's pricing during these extension periods.

- 2.2.2 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.2.3 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.2.4 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.3 Price:

- 2.3.1 All prices shall be as indicated in Exhibit A. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Payments:

- 2.4.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: www.oa.mo.gov/purch/vendorinfo/vendorach.pdf. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.4.2 The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) payments only.

2.5 Contractor Liability:

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5.4 Circumstances may arise where, because of a default on the contractor's part or other liability, the state is entitled to recover damages from the contractor. In each such instance, regardless of the

basis on which the state is entitled to claim damages from the contractor, the contractor is liable only for:

- a. payments referred to in intellectual property rights and patent and copyright terms;
- b. bodily injury (including death) and damage to real property and tangible personal property; and
- c. software license fees paid (the software license fees paid also applies to any subcontractors and program developers).

2.6 No Actions, Suits, or Proceedings:

- 2.6.1 The contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under this contract. The contractor further warrants that it will notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on contractor's ability to fulfill the obligations under this contract.

2.7 Warranty of Contractor Capability:

- 2.7.1 The contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings against it that could threaten performance of this contract, and that the contractor is a validly organized entity that has the authority to enter into this contract. The contractor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this contract.

2.8 Statement of Past Success:

- 2.8.1 The contractor represents, and if requested by the agency will certify, that the packaged (off-the-shelf) software products proposed herein have been installed and are operational in a production at similar user sites.

2.9 Contractor Status:

- 2.9.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10 Subcontractors:

- 2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the

products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.11 Insurance:

- 2.11.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.12 Assignment:

- 2.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.
- 2.12.2 The contractor shall agree and understand that, in the event the Division of Purchasing and Materials Management consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

2.13 Coordination:

- 2.13.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.14 Substitution of Personnel:

- 2.14.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.15 Estimated Quantities:

- 2.15.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.16 Inventions, Patents, and Copyrights:

- 2.16.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.16.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.16.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.17 Replacement of Damaged Product:

- 2.17.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.18 Substitutions of Product/Services:

- 2.18.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.18.2 The state reserves the right to allow the contractor to substitute any new product/service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

2.19 Preserving Rights to Software Functionality:

- 2.19.1 In the event that the contractor deletes functions that were mandatory requirements of the RFP from the licensed software and offers those functions in other or new software products, the

portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the TMS system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

- 2.19.2 For any customization of the software to meet mandatory requirements of the RFP and for any customization of the software as a result of a Project Assessment Quotation (PAQ), the contractor shall be required to provide software technical support of those customizations through out the life of the contract. Any new versions or new releases of the software acquired by the agency pursuant to this contract agreement must include the customizations of the software required herein or through a PAQ.

2.20 Prohibition of Electronic Self-Help:

- 2.20.1 The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the State's use of the licensed software without first obtaining a valid court order authorizing same in accordance with the State of Missouri Terms and Conditions Section 2 subparagraph e. The State shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

2.21 Termination:

- 2.21.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.22 Software Licensing Requirements:

2.22.1 Perpetual Licensing:

- a. The contractor shall grant a perpetual, permanent, user-based software license, which grants the agency the right to use and access the software system indefinitely upon payment of the one-time licensing fees specified in Exhibit A Table A.1. The license shall allow multiple agency users to use/access the software simultaneously. There shall be up to 250 simultaneous/concurrent users for the individual reporting data collection software (refer to section 3.2). There shall be up to four (4) simultaneous/concurrent users for the centralized state ambulance reporting data collection and analysis system (refer to section 3.3.).
- b. The State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use.
- c. Any language or provisions contained in any "shrinkwrap" or "clickwrap" agreement shall be of no force or effect if such provisions conflict with the terms of the contract.

- d. It is also understood that if there is a "major update" to the software, **ONLY IF** the circumstances defining "major update" are detailed in the original bid response, and it is clearly stated in the original bid response that this will result in an additional license fee.

2.23 Property of State:

- 2.23.1 All reports, Documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, Documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the State Agency.

2.24 Intellectual Property Rights:

- 2.24.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the State by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the Licensed Software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.25 Software Piracy Prohibition:

- 2.25.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the State determines that the contractor is in violation of this paragraph, the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.

2.26 Software Rights & Protections:

- 2.26.1 The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The State shall only use the software in accordance with the licensing terms and conditions as provided in this RFP. The State shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, customers, agents and/or consultants of the **Missouri Division of Health and Senior Services** ("Authorized Agency" herein as the "Department") who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.
- 2.26.2 The State of Missouri shall have the right to make two (2) copies of the licensed product for archival and disaster recovery purposes only. In the event of a disaster or a failure of the operating environment or the software system, the agency may, for the duration of the emergency or threatened disaster, use the applicable licensed software on a backup system and/or maintain a backup/archival copy of the licensed software, subject to any provisions herein defining and/or relating to authorized users.

- 2.26.3 It shall be the contractor's responsibility and expense to thoroughly educate and inform state agencies and their software end users regarding the software usage and copyrights. In the event that agency personnel or the contractor discover any misuse of the software or related documentation within the state agency(s), they must immediately notify the designated software manager, department manager, or legal counsel. Unauthorized reproduction of software is a federal offense. Offenders may be subject to damages, fines, and penalties in accordance with United States Copyright Law.

2.27 Audits:

- 2.27.1 In the event that the contractor undertakes an audit of the agency's facility in which the software is installed: (1) the contractor must provide at least three (3) business days prior written notice to the agency, (2) the scope of the audit shall be limited to a review of the agency's written records, unless otherwise agreed to by the agency, (3) the agency shall have an equal right to audit the contractor's compliance with its license obligations hereunder, (4) all information transmitted to the contractor pursuant to the above shall be held in confidential status by the contractor, and (5) no penalty shall be levied against the State for unlicensed software found during the course of the audit. If the agency is determined to be using unlicensed software, the maximum liability to the State shall be the cost of licensing the subject software.

2.28 Software Conversions:

- 2.28.1 The contractor shall allow the state full monetary credit when conversion from one version of the software to another is made as the result of a change in operating system or a change from one computer system to another. Under a perpetual license, the state's purchase price of the new software shall be reduced by the dollar amount the state paid to purchase the earlier version.

2.29 Disaster Recovery:

- 2.29.1 The State shall have the right to transfer the licensed software to another site or CPU for one, some, or all of the following purposes: (1) to facilitating disaster recovery testing; (2) in the event of a disaster recovery occurrence including if the site is deemed unsafe for State personnel; (3) to use the licensed software and documentation with backup CPUs when one, some, or all of the designated CPUs are inoperative; (4) to copy computer programs for safekeeping (archives) or backup purposes; (5) to transfer a copy of the licensed software to another site for purposes of benchmarking new hardware and/or software; and (6) to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions:
- a. The licensee's right to transfer the licensed software to another Designated CPU, as granted herein, shall not entitle licensee to transfer such licensed software to multiple production CPU's to perform monitoring or recovery functions on such multiple production CPU's on a temporary or scheduled basis.
 - b. In the event of a disaster or a failure of the operating environment or the software system, the utilization of the backup/archival copy of the licensed software shall be subject to all of the Authorized User and/or other limitations herein.

2.30 Transition:

- 2.30.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

- 2.30.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing.
- 2.30.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
- 2.30.4 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

2.31 Contract Extension:

- 2.31.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.32 Contract / Entire Agreement:

- 2.32.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) clarifications of the proposal, if any; and (4) Division of Purchasing and Materials Management (DPMM)'s acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.32.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order or notice to proceed.
- 2.32.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.32.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3. TECHNICAL SPECIFICATION REQUIREMENTS

3.1 General:

- 3.1.1 The contractor must provide a computerized ambulance reporting software system for use by the Department and all licensed Missouri ambulance services, which meets or exceeds the specifications contained in this document.

- 3.1.2 The contractor shall ensure that the system contains nationally recognized data elements and extensive pre-programmed and ad-hoc reports for the local ambulance services and emergency medical response agencies (visit <http://nedarc.med.utah.edu> for more information). This system must also allow or access of selected data to the Department, and must provide a system to the Department which allows for electronic access of pre-hospital reporting data for the analysis of the state pre-hospital system.
- 3.1.3 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.
- 3.1.4 The contractor must provide software which is off-the-shelf (pre-programmed); generally available; i.e. not in beta or test; and currently in production and in use by customer clients as proposed. New software development shall be considered unacceptable.
- a. All modules of the system must be in current mainstream production and immediately available. The contractor must only provide software packages, which are manufacturer-authorized and approved for distribution to the State of Missouri's using agencies.
- 3.1.5 The proposed system should be compatible with the existing state agency technical infrastructure as described herein (refer to 3.2.1 subparagraphs a, c and i). However, the agency shall consider other operating platforms. The state agency shall be responsible for all network components and computer hardware platforms. Any additional hardware required in order to operate the proposed system shall be acquired by the agency through existing state contracts, therefore, the contractor shall not be required to provide hardware computer equipment. However, the contractor shall be required to provide the necessary hardware configuration information needed to support the system.
- 3.1.6 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://oit.mo.gov/initiatives/itaccessibility.html>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; www.itic.org/policy/508/Sec508.html) or other comparable document (see Exhibit E).
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- 3.2 Mandatory Ambulance Data Collection System Requirements**
- 3.2.1 The ambulance reporting data collection system (known hereafter as the "system") must meet or exceed the following minimum specifications:
- a. The system must be accessible and operational on a stand-alone computer. The system must be compatible with a variety of computers (i.e., Dell, Gateway, Compaq, etc.).

- b. The system must provide for the direct, keyboard entry of individual patient data by pre-hospital EMS personnel.
- c. The system must be compatible with a Windows 98, 2000 and XP operating environment.
- d. The system must utilize nationally recognized data elements and data definitions.
- e. The system must allow the addition of user-defined data elements.
- f. The system must include pre-programmed reports for the analysis of the data in the ambulance reporting system (i.e., where response is dispatched to and where patient is taken, etc.).
- g. The system must generate ad-hoc reports that can be easily designed by the personnel at an ambulance service (i.e., the number of patients with cardiac arrests, etc.).
- h. The system must provide a method of security to prevent unauthorized persons from accessing confidential information (i.e., password protected, etc.).
- i. The system must easily and seamlessly receive data from and run compatible with, a variety of other sources including, but not limited to, laptop computers, palm top computers, automated clipboards, pen-based computers or other input devices (i.e., patient data may be entered and sent from one computer to the other).
- j. The system shall generate a subset of data that can be accessible to the state via floppy disk, modem, and/or Internet (refer to Attachment 2).
- k. The system must be compatible with the uniform pre-hospital EMS data element definitions developed by the United States Department of Transportation, National Highway Traffic Safety Administration, Emergency Medical Services Division (the definitions may be found at <http://nedarc.med.utah.edu>).
- l. The system shall provide direct and seamless records linkage (i.e., Acsi, comma delimited) with a variety of other data collection software packages already developed or provide an explanation of how the records linkage might occur with standard type software packages. The system shall be compatible with the software package Collector manufactured by Digital Innovations. For further information about Collector software, go to the following website: www.dicorp.com.
- m. The system must provide for automatic data validation during data entry.
- n. The system must have efficient and effective method for backup and recovery. The system must provide for adequate utilities and facilities to perform data file management.
- o. The system must contain all the necessary tools to analyze the data that is entered into the system without having to require the Department to acquire any other additional 3rd party software programs with the exception of Windows 98, 2000 or XP.

3.3 Mandatory Ambulance Reporting Data Collection and Analysis System Requirements:

- 3.3.1 The state ambulance reporting data collection and analysis system must meet or exceed the minimum specifications required in the ambulance reporting data collection system plus the following additional capabilities:

- a. The system must be network compatible and support a minimum of four (4) simultaneous users.
 - b. The system must receive electronic files from individual ambulance services throughout the State, which contain the required set of state download information (refer to Attachment 2).
 - c. The system must have a variety of pre-programmed system reports that group the data from the ambulance services by region, by state and by individual ambulance service.
 - d. The state system must generate a subset of data that can be downloaded for export to the state's mainframe computer system. The data elements (as defined by the state) to be included in the download and the format shall be specified by the Unit of EMS. The download to the state will include at a minimum numerical codes for cities, counties, facilities (hospitals, nursing homes, clinics, etc), and ambulance services (see Attachment 2).
- 3.3.2 The contractor shall provide access to the ambulance reporting data collection system for various individual ambulance services and a state ambulance reporting system data collection and analysis system, which meets or exceeds the specifications contained in this document.
- 3.3.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

3.4 Reports and Invoicing Requirements:

- 3.4.1 The contractor shall provide quarterly reports of progress in accordance with the schedule of events provided by the contractor in Attachment 1.
- 3.4.2 The contractor shall submit quarterly invoices by the 10th of the month following each quarter. The contractor shall submit uniquely identifiable invoices for payment processing. Uniquely identifiable means the particular invoice or bill can be distinguished by invoice number or date from a previously submitted invoice or bill.
- 3.4.3 The contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services
Unit of Emergency Medical Services
912 Wildwood
PO Box 570
Jefferson City, Missouri 65102-0570

- 3.4.4 If the contractor is overpaid by the Department, the contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services
Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive

Jefferson City, Missouri 65102-0570

3.5 Other Contractual Requirements:

- 3.5.1 The Department reserves the right to monitor this contract through on-site visits during the contract period to ensure financial and contractual compliance.
- 3.5.2 The Department reserves the right to audit all books, records, and other documents relevant to the contract.

4. PERFORMANCE REQUIREMENTS:

4.1 General Requirements:

- 4.1.1 The contractor must provide any software modifications or additions necessary to enable the software to operate according to all mandatory technical and performance specifications presented herein at no additional cost to the State of Missouri.

4.2 Support:

- 4.2.1 Installation: If the contractor's system is not user-installable, the contractor must install the system. If the system is user-installable, the contractor must provide installation assistance, if requested.
 - a. The contractor must provide installation assistance (e.g. telephone support), if requested.
 - b. The system must have a user-friendly method of automatically installing updates.
- 4.2.2 On-Site Training: The contractor must provide all training required for successful operation of the system, including manuals for staff designated for training.
 - a. The contractor must provide "train the trainer" type of training for the software system.
 - b. The contractor's training must include training for 12 trainer attendees.
 - c. The contractor's training must be provided on-site at a facility provided by the agency. Pricing for this training must be indicated on the Required Costs Pricing Table in Exhibit A.
 - d. Training material costs are the responsibility of the contractor.
 - e. If there are system changes/upgrades/enhancements/new releases to the software that requires additional training or is at the request of the agency, then the contractor shall provide to the agency the additional training needed for the successful operation of the software. Updated manuals/user-guides shall be provided to the agency staff at no charge.

4.3 Software Maintenance:

- 4.3.1 The contractor must provide maintenance (e.g. upgrades/new releases), and technical support for all software and the system provided, including ongoing telephone support, problem determination, and resolution.
 - a. The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.

- b. The contractor must provide technical support Monday - Friday, 8:00 a.m. to 5:00 p.m. central time, excluding state holidays. The contractor should provide technical support 8:00 a.m. to 5:00 p.m. on state holidays.
- c. The contractor must provide direct technical support to the Unit of EMS for the data collection and analysis system. The contractor must provide indirect technical support to the individual ambulance services for the ambulance reporting data collection system. (Note: The individual ambulance service will contact the Unit of EMS when needing technical support. The Unit of EMS will then contact the contractor, on behalf of the individual ambulance service, for technical support of the ambulance reporting data collection system, if necessary).
- d. It is highly desirable that the contractor provides a toll free telephone number for support.
- e. It is highly desirable that the contractor provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- f. At the request of the agency, the contractor should provide on-site support as needed, if needed.
- g. The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by state agency. The agency reserves the right to determine and assign levels of severity for the issue/support problems. Depending upon the severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:
 - 1) Severity Level 1 shall be defined as urgent situations, when the agency's production system is down and the agency is unable to use the Licensed Programs, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the agency.
 - 2) Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the agency's environment. The Licensed Program may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the agency.
 - 3) Severity Level 3 shall be defined as a minor problem that exists with the Licensed Programs but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as

quickly as possible, which on average shall not exceed ten (10) business days, unless otherwise authorized in writing by the agency.

- 4) Severity Level 4 shall be defined as a very minor problem or question that does not affect the Licensed Programs' function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible, which on average shall not exceed twenty-two (22) business days, unless otherwise authorized in writing by the agency.
 - 5) General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within five (5) business hours.
- h. During any contract period, the contractor's repeated failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the contractor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The Division of Purchasing and Materials Management shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for products/services invoiced for that particular period. However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to contractor's repeated failure to meet the response times. Should the contract be cancelled by the state, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1) On-site Response Time: The State of Missouri defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and the agency that an on-site technician is necessary to until the time when the contractor's qualified service technician is present on site at the calling agency's location.
 - 2) Problem Resolution Response Time: The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

NOTE: The contractor shall not be liable for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.

- 4.3.2 Documentation: The contractor must supply at least one (1) complete set of all documentation necessary to maintain and operate the system to the Unit of EMS and to each of the 220 individual ambulance services, at no additional cost to the State.

a. The system must provide a complete written and/or on-line documentation and user's manual.

- 4.3.3 Consulting Services: The contractor should provide consulting services in support of usage of all software that is provided.

4.4 Software Warranty:

- 4.4.1 The contract must provide at a minimum a ninety (90) day warranty on all software provided. The warranty period shall commence upon the date of installation of the software. The contractor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software.

- 4.4.2 In the event that the State of Missouri discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractors' documentation for the software during the warranty period, the contractor shall be given an opportunity to cure the breach of warranty, as follows: (1) the contractor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then the contractor shall provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the software with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State of Missouri shall have the right to terminate the contract, return the licensed software provided, and receive a full refund of all license and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing within the fifteen (15) days after testing the program fix/error correction or substitute software and such testing results in the software still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the contract due to breach of warranty, the agency shall return to the contractor, at the contractor's expense, all software licensed hereunder within thirty (30) days of written termination notification.

- a. Pass-Through of Warranties: The contractor shall identify in writing all third-party warranties that the offeror receives in connection with any Product provided to the State of Missouri. The contractor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the offeror's obligations under this contract.

4.5 Illicit Code:

- 4.5.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the software, any software programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific

hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

4.5.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the Licensed Software, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the Licensed Software. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software will be installed, executed, or copied on the State of Missouri's equipment without the express approval of the State of Missouri Program Manager.

4.5.3 If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

4.6 Upgrades/Replacements:

4.6.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

4.7 Project Assessment Quotation (PAQ):

4.7.1 Project Assessment Quotations: For installation assistance and/or customization of the system application outside of the contract requirements included herein and/or for undefined areas of scope of work requests, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. STEP 4: FINAL PAQ

The contractor's final PAQ must include:

- contract number;
- state agency name/address
- state agency designated project director name and phone number
- contractor contact name and phone number
- brief title of specific PAQ
- final PAQ issue date
- a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- detailed completion schedule for each task/component of the project work;
- mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. STEP 5: APPROVAL OF FINAL PAQ

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. STEP 7: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.
- 8) The duration of any PAQ must not exceed the effective contract period.

4.8 Other:

- 4.8.1 **Single Point of Contact:** The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

- 4.8.2 **Travel Expenses:** If the agency requests services to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.oa.state.mo.us/acct/trvreg/trvreg.htm>) and travel rules (www.oa.state.mo.us/acct/trvreg/index1.htm). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, www.policyworks.gov. At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

5.1 Preparation and Submission of Proposals:

- 5.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

- 5.1.2 **Organization:** In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience, Expertise and Reliability

Exhibit C - Technical Capabilities and Contractor Support

Exhibit D - Other Requested Information

Exhibit E - IT Accessibility Conformance Matrix

Attachment 1 - Schedule of Events

Attachment 2 - Missouri Ambulance Reporting System Record Layout

Attachment 3 - Missouri Ambulance Reporting System Detailed Instructions

- 5.1.3 **Conciseness/Completeness of Proposal:** It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- 5.1.4 **Copies:** The offeror's proposal should include an original document, plus three copies for ***a total of four (4) documents***. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- 5.1.5 **Imaging Ready:** Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 5.1.6 **Open Records:** The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Offeror's may view

RSMo 610.021 at the following web site address: <http://www.moga.state.mo.us/statutes/C610.HTM>). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

5.1.7 Compliance with Terms and Conditions: The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. **The State of Missouri shall not award a noncompliant proposal.**

- a. The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. If the offeror's and/or any other 3rd party pre-printed professional and/or consulting agreement(s) must be executed in order to provide services required in the RFP, such agreement(s) **must** be submitted in Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. The offeror shall be required to do one of the following if such submission is done: (1) The offeror and any 3rd party professional and/or consulting that the offeror is reselling the 3rd party's services as part of their proposal must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the **RFP B2Z04081**, the RFP shall govern" or (2) Sign the Exhibit D signature block entitled "Addendum to the Offeror's and/or 3rd Party Pre-Printed Terms and Conditions Documents".

5.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 1) The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://mosl.sos.state.mo.us/bus-ser/soscor.html> or contact the Corporations Division of the Secretary of State office located at the James C.

Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102,
Telephone: (573) 751-4153.

5.2 Proposal Evaluation and Award:

- 5.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost 50%
Experience, Expertise and Reliability of the Organization/Personnel 15%
Technical Capabilities and Contractor Support..... 35%

- 5.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods. The cost evaluation shall include all applicable costs of the system necessary to satisfy the requirements of the RFP, including maintenance support and the renewal options of said maintenance. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

- 5.2.3 Subjective Evaluation: The evaluation of the offeror's experience, expertise and reliability, as well as, technical capabilities and contractor support shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- 5.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.
- e. NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

- 5.2.5 Question Answer Conferences: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at

the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

5.2.6 Award: The award shall be made on an all or none basis.

5.3 Offerors Response to Evaluative Criteria:

5.3.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. **UNLESS STATED IN EXHIBIT A, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR COSTS EXIST TO SATISFY THE RFP REQUIREMENTS.** Therefore, the successful offeror shall be responsible for any additional costs.

5.3.2 Experience, Expertise and Reliability: The offeror should provide information relative to the offeror's proposed experience, expertise and reliability, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience, expertise and reliability.

5.3.3 Technical Capabilities and Contractor Support: The offeror should provide information relative to the offeror's technical capabilities and contractor support, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's technical capabilities and contractor support.

5.4 Other Requested Information:

5.4.1 The offeror should respond to the information requested in Exhibit D, Other Information.

5.4.2 The offeror must respond to the information requested in Exhibit E, IT Accessibility Conformance Matrix.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

EXHIBIT A
COST (PRICING PAGE)

A.1 REQUIRED PRICING

The offeror shall complete the following Required Cost pricing tables (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the requirements of the RFP.

NOTE: Travel expenses shall be reimbursed separately in accordance with section 4.7.2 of this RFP.

NOTE: The offeror must state the firm, fixed monthly maintenance/technical support price(s) for the proposed system. (If offeror can only propose annual technical support, offerors price must be clearly labeled as such). The offeror should indicate any differences in contractor support between the ambulance reporting system used by the individual ambulance services and the state trauma system data collection and analysis system.

UNLESS STATED HEREIN, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR CHARGES WILL BE ASSESSED TO THE STATE WHATSOEVER IN CONNECTION WITH SATISFYING THE RFP REQUIREMENTS.

LINE ITEM #	DESCRIPTION	QTY	UNIT OF MEASURE	PRICE
001	ONE-TIME PERPETUAL SIMULTANEOUS LICENSE FEES: INCLUDES: TWO HUNDRED FIFTY (250) PRE HOSPITAL REPORTING DATA COLLECTION SYSTEM LICENSES.	250 users (refer to section 3.2)	TOTAL	\$ _____
002	ONE-TIME PERPETUAL SIMULTANEOUS LICENSE FEES: ONE (1) STATE AMBULANCE REPORTING DATA COLLECTION AND ANALYSIS SYSTEM LICENSE	4 users (refer to section 3.3)	TOTAL	\$ _____
003	INSTALLATION (IF ANY)	1	TOTAL	\$ _____
004	SYSTEM MAINTENANCE AND TECHNICAL SUPPORT TO THE BUREAU OF EMS.	1	MONTH	\$ _____
005	ON-SITE SOFTWARE TRAIN-THE- TRAINER TRAINING FOR 12 TRAINEES	1	TOTAL	\$ _____
006	TRAINING PROGRAM WEB SITE FOR USERS OF THE SYSTEM	1	TOTAL	\$ _____

A.2 OTHER COSTS

The offeror must state below all applicable costs necessary to satisfy the requirements of the RFP. UNLESS STATED IN EXHIBIT A, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR CHARGES WILL BE ASSESSED TO THE STATE WHATSOEVER IN CONNECTION TO SATISFY THE RFP REQUIREMENTS.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
License Additional end-users licenses	Each	\$_____

A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed equipment.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Consulting Services	Per Hour	\$_____
Project Assessment Quotation (PAQ) services	Hour	\$_____

A.4 RENEWAL OPTIONS FOR ALL PRICING

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for two (2) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The stated percentage(s) shall apply to each itemized component on the applicable pricing page(s). **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

1. ADDITIONAL SOFTWARE ACQUISITIONS

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
First Renewal Period:	original price + _____%	OR	original price - _____%
Second Renewal Period:	original price + _____%	OR	original price - _____%

2. SOFTWARE MAINTENANCE

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
First Renewal Period:	original price + _____%	OR	original price - _____%
Second Renewal Period:	original price + _____%	OR	original price - _____%

3. ALL OTHER COSTS [i.e., support services (installation, consulting, PAQ rates, training), etc.]

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
First Renewal Period:	original price + _____%	OR	original price - _____%
Second Renewal Period:	original price + _____%	OR	original price - _____%

NOTE: The Division of Purchasing and Materials Management reserves the right, in addition to the above, to renew those portions of the contract necessary to provide optional on-going maintenance support services for the software for five (5) additional one-year periods, or a portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. In no event shall software maintenance pricing increases exceed 5% of the previous year's pricing during these extension periods.

- It is desired that the offeror propose a lesser percentage capped price increase over the previous year's pricing for the five additional one-year periods described in the above paragraph. If proposing a percentage lower than 5% as described above then state such lower percentage below:

In no event shall price increases exceed _____% of the previous year's pricing during these extension periods.

NOTE: if left blank or quoting a percentage that is not lower than 5% than the 5% capped increase shall govern for these extension periods.

EXHIBIT B
EXPERIENCE, EXPERTISE AND RELIABILITY

The evaluation of the offeror's experience, expertise and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences in providing the services and reliability of the personnel proposed. The following information should be provided by the offeror in order to verify their proposed experience and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE , EXPERTISE AND RELIABILITY

- 1) The offeror's organization should fully describe any prior experience in past performance related to the requirements of the RFP. The offeror's description should fully describe all prior projects which included similar to the requirements of the RFP for another state. The offeror should provide at least three references that we may contact. All references should be in federal or state government and should have had the proposed software.
 - a. The offeror should provide reference contact information (name, role in project, phone, email and how long they have been a customer) for the above in order to allow the evaluators to verify the information.
- 2) The offeror should describe the experience, capabilities, qualifications of staff and number of years in the industry.
- 3) The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization which would adversely affect the ability to perform the contract requirements and responsibilities. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
- 4) The offeror should state how long the offeror has been in business. The offeror should present detailed information regarding current and/or prior experiences in providing the proposed system.
- 5) The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
 - a. The organizational chart should outline the team proposed for the proposed system and the relationship of those team members to each other and to the management structure of the offeror's organization.
 - b. The organizational chart should include the following information:
 - 1) Relationship of personnel to management and support personnel.
 - 2) Names of the personnel and the working titles of each.
 - 3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - c. Along with a detailed organizational chart, the offeror should describe the following:
 - 1) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target.

If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri

- 6) Personnel Expertise - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
 - a. The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
 - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) Information submitted should clearly identify previous experience with the proposed system and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

EXHIBIT C

TECHNICAL CAPABILITIES AND CONTRACTOR SUPPORT

The evaluation of the offeror's proposed technical capabilities and contractor support shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed technical capabilities and contractor support. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 TECHNICAL CAPABILITIES

- 1) The offeror should state manufacturer, product name, version/release of each software solution proposed.
- 2) The offeror should describe how the proposed software would meet each of the functional requirements stated in the Technical Specifications section of the RFP. **For each of the technical specifications described in sections 3, the offeror should describe how (including the process involved) the requirements will be fulfilled by the proposed solution and to what degree the desirable specifications are met and/or exceeded.** A simple “yes, no, or compliant” response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. **PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION.** The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

FAILURE TO PROVIDE ADEQUATE INFORMATION AS REQUESTED ABOVE WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR’S PROPOSAL.

- 3) The offeror should submit a copy of all licenses, certifications, accreditations, and/or permits that may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror’s business. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4) **Product Accessibility:** As explained under “Accessibility Compliance” in the Technical/Performance Requirements section of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards [www.oit.state.mo.us/policies/accessibility.html]) which must be followed in the state’s acquisition of IT products. Therefore, the offeror must provide a description of each proposed product’s conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (www.itic.org/policy/508/Sec508.html) or other comparable document (see Exhibit E). **If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.**
 - a. The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:

- JAWS,
- Window Eyes,
- ZoomText,
- MAGic, and
- Dragon Naturally Speaking.

(NOTE: The accessibility of the offeror's proposed product(s) will be considered in the evaluation.)

- b. The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum's Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards. And last link is an example of Microsoft's report of conformance to these same software access standards for one of their products (same general format of three columns with standard, supporting features and explanations).

- 1) <http://www.access-board.gov/sec508/software-tutorial.htm>
- 2) http://accessibilityforum.org/paper_tool.html
- 3) http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc
- 4) http://www.microsoft.com/usa/government/FrontPage2002_VPAT.doc

C.2 CONTRACTOR SUPPORT

- 1) The offeror should describe how the proposed software would meet each of the performance requirements stated in the Performance Requirement section of the RFP. **For each of the performance requirements described in section 4, the offeror should describe how (including the process involved) the requirements will be fulfilled and to what degree the desirable specifications are met and/or exceeded.** A simple "yes, no, or compliant" response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. **PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.** The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all support services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the support services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

FAILURE TO PROVIDE ADEQUATE INFORMATION AS REQUESTED ABOVE WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

- 2) The offeror should provide information pertaining to the proposed software support services to include the following:
 - 2)1. The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the software.

- 2)2. Delivery: The software should be delivered within ten (10) days following receipt of a properly executed order. If offeror's delivery is different, state maximum delivery time in number of days after receipt of order (ARO):
- _____ days (ARO)
- 2)3. Warranty: The offeror should provide the following information relating to the provision of warranties:
- Offeror should state software warranty period if greater than 90 days.
 - Offeror should state service warranty period.
 - Describe the amount of vendor support provided during the above warranty periods.
 - Is the maintenance price applicable upon installation of the software or is maintenance provided at no cost until expiration of the warranty period?
- 2)4. Explain the type of support provided to the State during installation.
- 2)5. Describe the training included with the system with respect to: location, duration, number of staff permitted, purpose, and content.
- 2)6. Describe the training for new releases, enhancements, or upgrades to your system.
- 2)7. Describe training provided to the state for installation, operation, programming and screen design, operator training, etc.
- 2)8. Describe training, frequency of training, and duration of classes recommended (i.e., specify the number of days per training session).
- 2)9. Describe the existing user group(s), if any. Describe the organization of the user group(s), support provided, meeting schedule, relationship to vendor, etc.
- 2)10. Describe if additional training is available and the cost.
- 3) The offeror should describe all software maintenance/technical support service to be contractually agreed to including the levels of contact for maintenance/technical support. The offeror should fully describe their maintenance offering (refer to RFP section 4.3). The offeror should provide the following information relating to the provision of maintenance service:
- 3)1. State the years of experience and expertise of each support service representative who will respond to service calls on the proposed software.
 - 3)2. Describe your plan for responding to off-hour (non-prime time) requests for service and requests for service on holidays, weekends and vacations.
 - 3)3. Explain the procedures for service representative staffing during vacations and holidays.
 - 3)4. Describe the procedures to be used to contact service personnel.
 - 3)5. Describe the maintenance escalation procedure complete with the positions and telephone numbers of the people to be notified.

- 3)6. Describe the initial implementation support available and there will be on-site support available.
- 3)7. Explain the installation and support of a software upgrade. The offeror should describe the upgrade procedure for new releases of the software components. Are automatic notifications sent to alert the agency that new updates to the system are available? Please explain.
- 3)8. Explain the availability of vendor personnel for custom programming and the costs associated with such support.
- 3)9. Describe the support available during a disaster recovery of data or programs and whether the recovery services are included in the maintenance agreement or are at additional charge.
- 3)10. Explain the support offered for system administrators, programmers, and end-users.
- 3)11. Describe how customer issues and problems are to be addressed and resolved. Assert specifically the duration being offered to correct or fix any problems. Describe a typical sequence of events, starting with the initial call to customer support, and describing the escalation process. Describe recourse provided when a customer is not satisfied with the support being received. State what information you will require from the customer to provide when the initial call is made to customer support. Provide real-life examples of how this process has worked for you in other states or contracts that you may have. Provide at least two customer contacts for each example given.
- 3)12. Describe any obligations the state may have for charges from the offeror's service organization when they respond to a call for service and the problem is determined to be another vendor's hardware or software. If the state is liable for charges, what are they?
- 3)13. Indicate whether the offeror will assume responsibility for charges for diagnostic testing or other maintenance services provided by another vendor if the problem is determined to be theirs.
- 3)14. Specify the amount of technical support provided to the state at no cost in the implementation of the new system.
- 3)15. Describe services available for assisting in the implementation of the proposed system.
- 4) The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed contractor support.
- 5) The offeror should also provide a description of the following:
 - a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 Addendum to Offeror's and/or 3rd Party's Pre-Printed Terms and Conditions Documents

If the offeror's or 3rd Party's pre-printed professional and/or consulting agreement(s) must be executed in order to provide services required in the RFP, such agreement(s) **must** be submitted in this Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. In addition, the offeror and/or 3rd Party shall be required to do one of the following in the event pre-printed terms and conditions are submitted: (1) The offeror/3rd Party must clearly state on the first page of each of their pre-printed terms and conditions documents the following, *"In the event of conflict between any of the ("name of offeror's/3rd Party's company") terms and conditions and those contained in the RFP B2Z04081 that the RFP shall govern"* or (2) Sign and date the "Addendum to the Offeror's/3rd Party's Pre-Printed Terms and Conditions Documents" signature box below.

**ADDENDUM TO OFFEROR'S AND/OR 3RD PARTY'S PRE-PRINTED
TERMS AND CONDITIONS DOCUMENTS**

By signing the signature block below the offeror and/or 3rd Party hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as professional and/or consulting agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror's and/or 3rd Party terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z04081's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's and/or 3rd Party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
OFFEROR'S COMPANY NAME	

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
3 RD PARTY'S COMPANY NAME	

D.2 CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

D.3 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

- 1) A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.
- 2) If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).
- 3) If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror **MUST** submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

D.4 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION

- 1) In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES _____ NO _____

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

D.5 OFFERORS AS EMPLOYEES

- 1) Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

D.6 MBE/WBE CERTIFICATION

- 1) Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.state.mo.us/oao/MBE.html> or contact the MBE/WBE Certification Program at 800-592-6019 or email hevern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ BOTH

EXHIBIT E
IT ACCESSIBILITY CONFORMANCE MATRIX

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at www.oit.state.mo.us/policies/accessibility.html)			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application <i>(describe how and/or to what degree the proposed software fulfills the accessibility requirement standards)</i>	COMMENTS/EXPLANATIONS
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		

4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		

12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
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STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the

- intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
 - c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
 - d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Executive Orders 03-27 and 04-09.
 - e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
 - f. The DPMM reserves the right to reject any and all proposals.
 - g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
 - h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
 - i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
 - j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
 - k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
 - l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
 - m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 - n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
 - o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 05/03/04